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This document was prepared by Loan Operations, Desoto County Bank, 6040 Highway 51 N, Horn Lake, MS 38637, 662-996-1282

Return To: Loan Operations, Desoto County Bank, 6040 Highway 51 N, Horn Lake, MS 38637

INDEXING INSTRUCTIONS. Lot 53, Phase II, Estates of Southern Trails, situated in Section 16, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 98, Pages 31-33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Return To: Wm. F. Hagan, P.O. Box 679, Hernando, MS 38632 (662) 429-9048

## MODIFICATION OF DEED OF TRUST

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is June 11, 2012. The parties, their addresses and phone numbers are:

**GRANTOR:**

**GREGORY KERR**

Spouse of Shulandra Kerr  
8505 Wemberley Cv  
Memphis, TN 38125-0000  
901-309-1468

**SHULANDRA KERR**

Spouse of Gregory Kerr  
8505 Wemberley Cv  
Memphis, TN 38125-0000  
901-309-1468

**TRUSTEE:**

**HUGH H. ARMISTEAD**

6879 Crumpler Blvd. #100  
Olive Branch, MS 38654



**LENDER:****DESOTO COUNTY BANK**

Organized and existing under the laws of Mississippi

5740 Getwell Road

Southaven, MS 38672

Telephone: (662) 393-3277

Lot 53, Phase II, Estates of Southern Trails, situated in Section 16, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 98, Pages 31-33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

**1. BACKGROUND.** Grantor and Lender entered into a security instrument dated December 19, 2011 and recorded on January 3, 2012 (Security Instrument). The Security Instrument was recorded in the records of Desoto County, Mississippi at Book 3,384, Page 202 and covered the following described Property:

See DESCRIPTION IMMEDIATELY ABOVE THIS PARAGRAPH

The property is located in Desoto County at , , Mississippi .

**2. MODIFICATION.** For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 90157, dated December 19, 2011, from Grantor to Lender, with a modified loan amount of \$273,000.00 and maturing on December 19, 2012.

(b) Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell

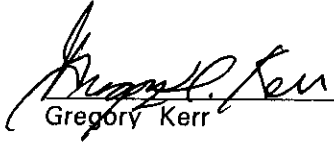


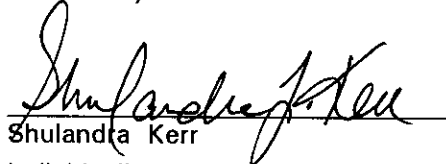
the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

**GRANTOR:**

  
 Gregory Kerr  
 Individually

  
 Shulandra Kerr  
 Individually

**LENDER:**

Desoto County Bank

By 



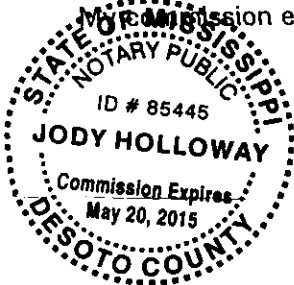
ACKNOWLEDGMENT.

(Individual)

State MS OF MS, County Desoto OF Desoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2012, within my jurisdiction, the within named Gregory Kerr, spouse of Shulandra Kerr, and Shulandra Kerr, spouse of Gregory Kerr, who acknowledged that he/she/they executed the above and foregoing instrument.

My commission expires:



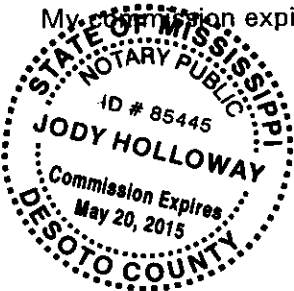
[Signature]  
(Notary Public)

(Lender Acknowledgment)

State MS OF MS, County Desoto OF Desoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2012, within my jurisdiction, the within named Alnabern Thomas, who acknowledged that he/she/they is/are SVP of Desoto County Bank, a corporation, and that for and on behalf of the said corporation, and as its act and deed he/she/they executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:



[Signature]  
(Notary Public)

